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Form PTO-1594 & POLICEAL RE	
Form PTO-1594 & PRADEMARY RE	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
	783539 U.S. Petent and Trademark Office
Tab settings ⇒ ⇒ >	Please record the attached original documents or copy thereof.
	2. Name and address of receiving party(ies)
Name of conveying party(ies): BNP PARIBAS, AS ADMINISTRATIVE AGENT	Name: PLANET CONSULTING, INC.
	Internal Address: 7887 EAST BELLEVIEW AVE, SUITE 1000
Individual(s) Association	Andress; 7007 EAST BEELEVIL VAVE, GOTTE 1000
General Partnership Limited Partnership	Street Address:
Corporation-State	City: ENGLEWOOD State: CO Zip: 80111
Other BANK	Individual(s) cittzenship
Additional name(s) of conveying party(ies) attached? Yes No	Association General Partnership
3. Nature of conveyance:	General Partnership
Assignment Merger	Corporation-State DELAWARE
Security Agreement Change of Name	Other
Other_RELEASE OF SECURITY INTEREST	If assigned is not domicied in the United States, a domestic representative designation is stached: Yes V No
Execution Date: 06/02/2004	(Designations must be a separate document from sesignment) Additional name(s) & address(es) attached? Yes Yes No
4. Application number(s) or registration number(s):	
A. Trademark Application No.(s)	B. Tradernark Registration No.(s)
SEE SCHEDULE A ATTACHED	SEE SCHEDULE A ATTACHED
Additional number(s) a	attached Y Yes No
Name and address of party to whom correspondence concerning document should be mailed;	6. Total number of applications and registrations involved:
Name: JACKIE LEE	
Internal Address: ACCESS INFORMATION	7. Total fee (37 CFR 3.41) <u>\$ 215.00</u>
SERVICES, INC.	
SERVICES, INC.	Authorized to be charged to deposit account
Street Address: 1773 WESTERN AVENUE	8. Deposit account number:
City: ALBANY State: NY Zip:12203	
9. Signature.	E THIS SPACE
o, orginature.	\
	the same
JACKIE LEE Name of Person Signing	06/03/2004 Signature Date
1	over sheet, attachments, and documents
Commissioner of Patent &	th required cover sheet information to: Trademarks, Box Assignments
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175.00 00	

SCHEDULE A TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Mark	Ser. No./Reg. No.
ACCOUNT TRAX	2,285,472
LEGAL TRAX	2,301,982
IC ACQUIRER	76/053,788
ICFOUNDATION	76/053,785
ICISSUER	76/0 5 3,787
ICORDER	76/053,786
PLANET 2000	75/285,188
PLANET CONSULTING	<i>75/</i> 702,294

053114-1000-08858-NY03,2358227

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE dated as of June 2, 2004, from BNP PARIBAS, as Administrative Agent ("Agent") for certain banks and other financial institutions (the "Lenders"), to PLANET CONSULTING, INC., a Delaware corporation with its principal place of business at 7887 East Belleview Avenue, Suite 1000, Englewood, Colorado 80111 (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Guarantee and Collateral Agreement, dated as of February 28, 2002, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademarks dated as of March 25, 2002, among the Agent and Borrower (the "Security Agreement"), Borrower, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 3, 2002, at Reel 002474 and Frame 0131; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral:

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms and subject to the conditions set forth in this Termination and Release, the Agent hereby terminates and releases the Security Interest in the Trademark Collateral as follows:

- 1. Trademark Collateral: The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.
- 2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

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3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be necessary or desirable to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BNP PARIBAS, as Administrative Agent

By:

Name: Susan Bowes

Title: Director

By:

Name: Richard Cohen

Title: Vice President

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RECORDED: 06/30/2004